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BEFORE THE
FEDERAL MARITIME COMMISSION

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Docket No. 09-01

OFFICE OF THE SECRETARY
FEDERAL MARITIME COMM

MITSUI O.S.K. LINES, LTD.,

COMPLAINANT,

v.

GLOBAL LINK LOGISTICS, INC.; OLYMPUS PARTNERS, L.P.;
OLYMPUS GROWTH FUND III, L.P.; OLYMPUS EXECUTIVE FUND, L.P.; LOUIS J.
MISCHIANI; DAVID CARDENAS; KEITH HEFFERNAN;
CJR WORLD ENTERPRISES, INC.; and CHAD J. ROSENBERG,

RESPONDENTS.

**RESPONDENT AND CROSS COMPLAINANT GLOBAL LINK LOGISTICS, INC.'S
SUPPLEMENTAL FINDINGS OF FACT IN SUPPORT OF ITS COUNTERCLAIM
AGAINST MITSUI O.S.K. LINES**

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Attorneys for Respondent
GLOBAL LINK LOGISTICS, INC.

Dated: May 31, 2013

MOL's Pattern of Shipping Act Violations

151. MOL was engaged in a pattern of Shipping Act violations during the course of this Proceeding. *See* Compromise Agreement between MOL and the Federal Maritime Commission, dated February 18, 2011, Supplement Appendix, ("Supp. App.") 577-579.

152. Included among MOL's Shipping Act violations was providing service in the liner trade that was not in accordance with the rates, charges, classifications, rules, and practices set forth in MOL's published tariffs or applicable service contracts. Supp. App. 577.

153. MOL paid the Commission \$1.2 million for these violations. Supp. App at 578, ¶ 1.

154. The payment covered practices that persisted over a period of several years and involved numerous service contracts. *See* CJR App. at 081.

155. Peter King, Director of the Commission's Bureau of Enforcement ("BOE"), stated that BOE "became convinced that MOL knew about some of the abuses it uncovered by non-vessel-operating common carriers or shippers." CJR App. at 081.

Title of Rebecca Yang

156. Rebecca Yang was a sales representative who subsequently was promoted to Regional Sales Manager for MOL. Yang Dep. at 56, line 3-11, Supp. App. 582.

Neither Paul McClintock Nor Rebecca Yang Were Working on Commission

157. Paul McClintock and Rebecca Yang were not working on commission. McClintock Dep. at 52, line 10-16, Supp. App. 589.

Global Link Provided A Substantial Benefit to MOL

158. Global Link was one of MOL's largest customers for a substantial period of time. *See* Yang Tr. at 17, line 4-6 (they were an important customer, "their buying was really huge") Supp.

App 581; they shipped between 20,000-40,000 twenty foot equivalent containers (TEUs) per year. McClintock Dep. at 216, line 18-21, Supp. App. 595.

159. Global Link provided a substantial benefit to MOL by providing MOL the flexibility to use Global Link's cargo wherever needed to increase MOL's vessel and equipment utilization and enable MOL to achieve the most profitable mix of cargo on any given vessel. McClintock Dep. at 43-46, Supp. App. 585-88. As a result, Global Link's value to MOL went way beyond the value of its own cargo from a yield perspective. ("It wasn't the highest-paying cargo, so from a yield perspective, it wasn't that -- it wasn't that great." McClintock Dep. at 44, line 2-3, Supp. App. 586.

160. Global Link enabled MOL to make more money on its other cargo ("It was -- it went beyond just what the dollars and cents were ..." McClintock Dep. at 45, line 10-11, Supp. App.

587. Paul McClintock explained this value of Global Link's cargo in detail in his deposition testimony:

A. Yes, I'd say yes, but because Global Link was a large account, it was a very large account, she -- I mean, she could only follow the direction of the company, basically, as far as managing that customer. It was just -- it was a big -- it was a big, complex account and complex relationship, for sure.

Q. When you say complex relationship, what do you mean by that?

A. Well, Global Link was a little bit -- was different in one regard, and that is they -- as a company, MOL used their business a lot to fill in the gaps as far as vessels. It wasn't the highest-paying cargo, so from a yield perspective, it wasn't that -- it wasn't that great.

But what was positive about the account and the reason the company went after it and wanted it was one of the big benefits of the account was they allowed us to roll their containers out. So if you think about a ship coming in, it's no different than an airline. If it sails at 90 percent, you can never make up that ten percent.

So we had always tried to get certain customers that would allow us, especially during busy season, which some years was all year and other years was just during the summer months, we always tried to get certain customers that would

allow us to book slugs of business, 100 containers on a particular ship or 200 or whatever, and then when the ship closes out, all of sudden, there's better freight, better opportunities.

Global Link was one of the accounts that we would then say, sorry, you're not getting a -- you're not getting a pass on the ship, and we would roll their cargo and shut it out and use that cargo to top off a ship, or we might take that cargo and discharge it. It may load in Shanghai, and the ship gets to Tokyo, and all of a sudden, we might have a big booking of business from Japan that pays better, and we would take the Global Link cargo, take it off the ship, park it on the dock, delay it a week, and then maybe pick it up the following week or maybe roll it another week.

That's what I mean complex. It was -- it went beyond just what the dollars and cents were, because we were able to manipulate that cargo and roll it and top off our vessels, which, of course, improved our utilization.

And if you think about a steamship line, the biggest expenses we had were the fixed expenses. I mean, it was just a fixed line of vessels and ships and admin, and once you get to a certain point making money, and one of the key ways to make some money is to make sure you fill those ships.

Well, when -- especially when space is tight, typically, customers are making phantom bookings. So Home Depot may call and book 200 containers, and Wal-Mart might call and book 400 containers, and then when the time comes for the ship to sail, you think you're 120 percent of capacity, and when it settles out, you're 80 percent.

So you need the buffer cargo that you can ebb and flow and roll, and most customers won't allow you to do that, they won't put up with that, you know, you can't roll my cargo, so to speak. So we did that with Global Link.

Id. at 43-36. GLL Supp. App 585-588.

Trucking Expenses Were Pass Through Costs for MOL

161. Trucking expenses were merely pass through costs for MOL. McClintock Dep. at 65 (line 15-18), 92 (line 8-12), 264 (line 15-22), Supp. App. 590, 594, 596.

162. The trucking rates are rolled into the equation for MOL's pricing. McClintock Dep. at 92, line 10-12, Supp. App. 594. Thus, split routing did not cost MOL any money. *Id.* at 267, line 10-12, Supp. App. 599.

163. Regardless of where containers went, Global Link was paying the amount of transportation cost and MOL was being reimbursed for the amount of transportation costs in the full all-in rate. *Id.* at 291, line 9-15, Supp. App. 600.

164. The rates to Johnson City and Braselton should be comparable if they originate at the same container yard and are delivered to the same container yard, because the rates are based upon the container yard rates; MOL is not making money on the inland portion of the move. *Id.* at 294-296. The net result to MOL was the same as if it had simply negotiated a new door rate in the service contract. *Id.* at 294-95, Supp. App. 602-03.

165. If MOL had refused to lower its rates, Global Link would have taken its business to a different steamship line. McClintock Dep. at 90-91, Supp. App 592-93.

166. It was only when MOL agreed to increase the amount it paid drivers to deliver the goods from Monroe, Louisiana to Winnsboro, Louisiana that Global Link dramatically increased its shipments with MOL to Winnsboro, Louisiana. Minck Dep. at ¶ 15, MOL App. 2081.

Edward Feitzinger's Testimony Is Not Based Upon His Personal Knowledge

167. Edward Feitzinger's testimony in regard to Paul McClintock benefitting from split routing is not based upon personal knowledge. *See* MOL App. 1995-96. Feitzinger's testimony is that a person, whose name he does not recall, once suggested that Global Link helped make Paul McClintock a success in MOL. *Id.*

Spirit Trucker's Invoices

168. Jason Denton of Spirit Trucking testified as to invoices that Spirit Trucking submitted to MOL. He testified that those invoices reflected the location where goods were actually being delivered, rather than to a false, split routing destination.

Q. So despite the fact of what it said on the ship line document, you billed them for where it was actually sent; is that correct?

A. Yes.

Id. at 152-55, Supp. App. 607-08.

Respectfully Submitted,



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Attorneys for Respondent
GLOBAL LINK LOGISTICS, INC.

DATE: May 31, 2013

CERTIFICATE OF SERVICE

I do hereby certify that I have delivered a true and correct copy of the foregoing document to the following addressees at the addresses stated by depositing same in the United States mail, first class postage prepaid, and/or via email transmission, this 31st day of May, 2013:

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Supplemental Appendix
In Support of Its
Counterclaim Against
Mitsui O.S.K. Lines

COMPROMISE AGREEMENT

This Agreement is entered into between:

- (1) the Federal Maritime Commission, hereinafter referred to as Commission, and
- (2) Mitsui O.S.K. Lines, Ltd. ("MOL"), a vessel-operating common carrier, hereinafter referred to as Respondent.

Whereas, the Commission is considering the institution of an assessment proceeding against Respondent for the recovery of civil penalties for alleged violations of sections 10(b)(1), 10(b)(2)(A), 10(b)(11), and 10(b)(12) of the Shipping Act of 1984 ("1984 Act"), 46 U.S.C. §§ 41104(1), 41104(2)(A), 41104(11), and 41104(12) as amended, as well as the Commission's regulations issued in connection therewith;

Whereas, this course of action is the result of practices alleged by the Commission to have been engaged in by Respondent, to wit:

MOL allowed persons to obtain transportation for property at less than the rates or charges established by MOL in its tariffs or service contracts by means of (a) permitting use of its service contracts by persons who are neither signatories nor affiliates to those contracts, (b) unlawful equipment substitution, and (c) misdescription of commodities.

MOL provided service in the liner trade that was not in accordance with the rates, charges, classifications, rules, and practices set forth in MOL's published tariffs or applicable service contracts.

MOL knowingly and willfully accepted cargo from or transported cargo for the account of ocean transportation intermediaries that did not have tariffs and bonds, insurance, or other surety as required by sections 8 and 19 of the 1984 Act.

MOL knowingly and willfully entered into service contracts with ocean transportation intermediaries that did not have tariffs and bonds, insurance, or other surety as required by sections 8 and 19 of the 1984 Act.

Whereas, the Commission has authority under section 13(e) of the 1984 Act, 46 U.S.C. § 41109(a)-(b), and Part 502 of the Commission's regulations, 46 C.F.R. pt. 502, to compromise and collect civil penalties;

Whereas, Respondent has cooperated and disclosed information, facts and documents to the Commission with respect to Respondent's shipments and practices, including those with respect to the alleged practices set forth and described above; and

Whereas, Respondent has implemented steps to terminate any practices which are the basis of the alleged violations set forth herein, and has instituted and committed its willingness to maintain measures designed to prevent violations by Respondent, its officers, directors, and its employees located in the United States and abroad.

Now Therefore, in consideration of the premises herein, and in compromise of all civil penalties arising from the alleged violations set forth and described herein, Respondent and the Commission hereby agree upon the following terms of compromise:

1. Respondent shall make monetary payment to the Commission by cashier's or certified check in the amount of \$1,200,000.
2. Upon acceptance in writing of this Agreement by the Director of the Bureau of Enforcement of the Commission, this instrument shall forever bar the commencement or institution of any assessment proceeding or other claim for recovery of civil penalties from the Respondent, and its officers, directors, or employees, arising from the alleged violations of sections 10(b)(1), 10(b)(2)(A), 10(b)(11), and 10(b)(12) of the 1934 Act that allegedly occurred on or before March 1, 2011 with respect to those service contracts and shipments identified by the Commission to the Respondent, as well as those service contracts and shipments and/or shipping practices and activities included in Respondent's disclosures to the Commission. To the extent these disclosures relate to ongoing or future investigative matters, all information and/or documentation comprising such disclosures shall constitute "investigative records" and "commercial or financial information obtained

from a person" and shall remain confidential to the extent permitted by law.

3. Respondent agrees to provide ongoing cooperation with respect to any investigative activity or enforcement action conducted by the Commission with regard to service contracts which have either been identified by the Commission to the Respondent, or which Respondent has disclosed to the Commission hereunder.

4. It is expressly understood and agreed that this Compromise Agreement is not, and is not to be construed as, an admission by Respondent to the alleged violations set forth above.

5. This agreement is subject to approval by the Commission's Managing Director in accordance with 45 C.F.R. § 502.604.

mitsui o.s.k. lines, ltd.

Signature: *Tetsuaki Yoshida*

Printed Name: Tetsuaki Yoshida

Title: President, MOL (America) Inc., general agent for
the liner Division

Date: February 18, 2011

APPROVAL AND ACCEPTANCE

The above Terms and Conditions and Amount of Consideration are hereby approved and accepted:

By the Federal Maritime Commission:

Peter J. King
Peter J. King, Director
Bureau of Enforcement

2-28-2011
(Date)

Ronald D. Murphy
Ronald D. Murphy, Managing Director

2/28/11
(Date)

BEFORE THE
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DOCKET NO. 09-01

MITSUI O.S.K. LINES LTD.

COMPLAINANT,

V.

GLOBAL LINK LOGISTICS, INC.; OLYMPUS PARTNERS; OLYMPUS
GROWTH FUND III, L.P.; OLYMPUS EXECUTIVE FUND, L.P.;
LOUIS J. MISCHIANI; DAVID CARDENAS; KEITH HEFFERNAN;
CJR WORLD ENTERPRISES, INC.; and CHAD J. ROSENBERG,

RESPONDENTS.

VIDEOTAPED DEPOSITION OF
REBECCA YANG

Rogers & Hardin, LLP
229 Peachtree Street, N.E., Atlanta, Georgia
October 4th, 2011 - 9:59 a.m.

Reported by:
Anna-Marie Cheak, RPR-CSR-B-1109

<p style="text-align: right;">Page 14</p> <p>1 A Yes. It went somewhere else. Okay. And it 2 was overturned and operations found out about that. 3 BY MR. COLLINS: 4 Q And there -- and there were questions about 5 what we now refer to as "split routing"; is that 6 right? Are you familiar with the term "split 7 routing"? 8 A You know what? We never used split routing. 9 Never. 10 Q What -- what term would you use? 11 A We would call that "diversion." 12 Q Okay. So a diversion would be a case where 13 the master Bill of Lading would indicate one address, 14 but it would actually be sent to another address? 15 Would that be -- would you define that as a diversion? 16 A Yes. We would define that as a diversion. 17 Q Okay. 18 A Because in shipping term, if we talk about 19 split shipment, we would think it's -- let's say ten 20 containers under one Bill of Lading, and you want to 21 split the containers -- certain amount of containers 22 off the Bill of Lading, split bill, split shipment, 23 that's how we define that. 24 Q Okay. So when -- when you're referring to a 25 diversion here, you're referring to a diversion where</p>	<p style="text-align: right;">Page 16</p> <p>1 Q No one ever told you -- and is it fair to 2 say you were the primary contact between Global Link 3 and MOL at that time period? 4 A Yes, I was the sales rep. 5 MR. LOH: Objection. 6 BY MR. COLLINS: 7 Q All right. So you hand -- you -- most of 8 the communications between Global Link and MOL would 9 have been through you? 10 MR. LOH: Objection. 11 A Depending. If that's rate-related stuff or 12 space-related stuff, yes. But if that's operation 13 stuff like truck deliveries and all that, no. 14 BY MR. COLLINS: 15 Q You would be involved if there was a 16 discussion about where -- adding a door point to a 17 contract, wouldn't you? 18 A Yes. I would have to go to pricing to get 19 the rate approved and to get the rate put in the 20 contract. 21 Q But you would be the primary person? If 22 they want to say -- if we wanted -- if they wanted, 23 "they" being Global Link, wanted to add a door rate, 24 they would come to you first, right? 25 A In most cases, yes.</p>
<p style="text-align: right;">Page 15</p> <p>1 this was supposed to go to one -- it was listed as 2 going to one destination on the Bill of Lading, but it 3 was actually delivered to another location? 4 A Correct. 5 Q Okay. And in this case, Mr. Paul McClintock 6 told you he called Kevin Hartmann and talked to him 7 about this split -- this diversion? 8 A Correct. 9 MR. LOH: Objection. 10 BY MR. COLLINS: 11 Q And did he get into the nature of the -- 12 what he discussed with Mr. Hartmann in that regard? 13 A He just said that he told Kevin Hartmann 14 what happened, and Ted Holt called him to -- to tell 15 him about that container. And then that's when he 16 called Kevin Hartmann to run this by Kevin Hartmann to 17 seek the attorney -- Kevin's opinion on how to handle 18 the situation. I believe that's what it was. 19 Q Okay. And do you know, at that time, was 20 there any investigation undertaken to see how often 21 these diversions were going on at that time? 22 MR. LOH: Objection to form. 23 A I don't think so. At least nobody 24 instructed me to investigate or anything like that. 25 BY MR. COLLINS:</p>	<p style="text-align: right;">Page 17</p> <p>1 Q What cases wouldn't they? 2 A I think there was -- there were some rates 3 that Paul McClintock had to go to the trade management 4 himself. Okay? But we both were working on this 5 account because their -- their buying was really huge, 6 okay. 7 So one person that I had to go after other 8 accounts, so sometimes when I'm traveling, Global Link 9 cannot find me. They'll find Paul McClintock to talk 10 to. So Paul knew every customer of mine. And then he 11 would assist me to -- to handle things. 12 Q I understand. You said they were a very 13 large customer. Is that safe, accurate? 14 MR. LOH: Objection to form. 15 BY MR. COLLINS: 16 Q They were an important customer? 17 A Yes. 18 MR. LOH: Objection to form. 19 BY MR. COLLINS: 20 Q You wanted to make sure you kept them happy, 21 I assume, in your relations? 22 MR. LOH: Objection to form. 23 A Yes. I always make my customers happy, big 24 or small. 25 BY MR. COLLINS:</p>

5 (Pages 14 to 17)

1 Furniture. Yeah, they told me that they were a big
2 company.
3 Q Okay. You know that -- you probably recall
4 in the contract there was a door point and a cargo
5 point -- and a container yard point for West Monroe?
6 A Uh-huh (affirmative).
7 Q There was -- Martinsville was another big
8 location, wasn't it?
9 A Right.
10 Q Okay. And was Bassett -- do you remember
11 Bassett as being another big furniture client of
12 Global Link?
13 A Yes, I remember Bassett Furniture.
14 Q Okay. All right. You never went to the
15 actual physical location of the -- of where the goods
16 were being delivered yourself, did you?
17 A No. That would piss them off. No. No.
18 Q All right, all right. I think we're done
19 with that one for now. Okay. Let me just make sure.
20 You know, let's back up a little. I just didn't --
21 let me get a little more background. Where were you
22 born?
23 A In Taiwan. Taipei.
24 Q Okay. And when did you move to the United
25 States?

1 A 1990.
2 Q Okay. And under what circumstances did you
3 come to the United States?
4 A It was a job assignment by AirSea Transport.
5 They are an agent with D. J. Powers in Atlanta. So
6 they asked me to come over to start developing
7 clientele for them. Because those two partners, the
8 owners of the company, they saw a potential in
9 southeastern region.
10 So they wanted to send somebody here to
11 start selling for them.
12 Q All right. Let's back -- when was your
13 first employment in the transportation industry?
14 A When did I graduate from college? I have to
15 remember that. Probably '83.
16 Q And who did you work for?
17 A I worked for several Taiwanese freight
18 forwarders, only in Taiwan.
19 Q And then eventually you came to the U.S. and
20 did you work for -- after -- what NVOCCs did you work
21 for?
22 A Here?
23 Q Yeah, here.
24 A Just AirSea and D. J. Powers.
25 Q Okay. And how long did you work there?

1 A From '90 to '94, because I came on board
2 with MOL in '94.
3 Q Okay. And what was -- what were you hired
4 -- what was your position when you came on to MOL?
5 A Sales rep.
6 Q And that's essentially been the same --
7 until you left, you were at the same position at
8 Mitsui?
9 A No. I had the same position for a long
10 time. 2009 before Paul left the company, he promoted
11 me to be the Regional Sales Manager.
12 Q Okay. And so from 2000 -- so from 1994 to
13 2009, you were a sales rep, and then from 2009 to
14 2011, you were the Regional Sales Manager?
15 A Correct.
16 Q Okay. When you were the sales rep, did you
17 have people working -- who did you report to?
18 A I reported to Jeff Bumgardner who reports to
19 Paul McClintock.
20 Q Okay, and was anybody reporting to you, at
21 any time, during that time period when you were a
22 sales rep?
23 A No.
24 Q Did you train anyone in -- in that capacity
25 as a sales rep at any point?

1 A No. Train?
2 Q Train.
3 A No, because Jane Martin was my inside sales
4 support for a long time, so she already knew how to
5 handle stuff. So really, there was no training.
6 There was just communication. You can call it that.
7 Q Did Lauren Estrada ever work with you or for
8 you?
9 A She was my inside sales person.
10 Q Okay. When did she take on that position?
11 A I can't remember.
12 Q Was that maybe in 2006, 2007?
13 A Possible. She wasn't my inside sales person
14 for long. How long was that? I can't remember. It
15 wasn't -- it wasn't very long.
16 Q As -- when you worked for -- with the
17 NVOCCs, you said it was common practice to diversify
18 containers from one destination to another?
19 A Yes.
20 Q That would -- that would happen on a routine
21 basis?
22 A I wouldn't call that routine.
23 MR. LOH: Objection to form.
24 A I would just say when it's needed by the
25 customers, then the NVOs would do it.

COPY

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KEITH HEFFERNAN; CJR WORLD ENTERPRISES, INC.; and
CHAD J. ROSENBERG,

Respondents.

Videotape Deposition of PAUL MCCLINTOCK,
taken by counsel for Respondents, pursuant to notice
and subpoena, before Marie H. Bauer, Certified Court
Reporter, Registered Professional Reporter, and
Certified Realtime Reporter, at the Law Offices of
Nexsen Pruet, 205 King Street, Suite 400,
Charleston, South Carolina, September 21, 2011,
commencing at 10:06 a.m.

Job 1438

1 president/general manager of the South Atlantic and
2 Gulf and Mexico. I guess I was in that position
3 from '95, I don't know, to maybe 2007 or something
4 like that, or -6 or -7.

5 Then they changed the structure of the
6 company from geographic to functional, so my
7 functional -- my new functional position was vice
8 president of sales and sales support for the US, and
9 I had that position until I left in April of '09,
10 and now I work for South Carolina State Port
11 Authority.

12 Q So it's fair to say you've been in the
13 logistics industry, except for -- I don't know
14 whether the furniture, were you just -- was that
15 unrelated to logistics?

16 A That was logistics as well. I was doing a
17 lot of the transportation contracts and stuff.

18 Q So for the last at least -- for almost 30
19 years, you've been --

20 A Yes, sir, yes, sir.

21 Q -- in the sales end of the logistics
22 industry?

23 A Yes, sir.

1 have been a sales rep who found out about the
2 account. And I don't remember the year that
3 happened.

4 Q When did Rebecca Yang start at Mitsui?

5 A I don't recall, but my guess would be
6 sometime around 1993, perhaps.

7 Q Would she have been the one who developed
8 the relationship, then, perhaps?

9 A Not necessarily.

10 Q Did she come to be a primary contact with
11 Global Link over time?

12 A Yes, I'd say yes, but because Global Link
13 was a large account, it was a very large account,
14 she -- I mean, she could only follow the direction
15 of the company, basically, as far as managing that
16 customer. It was just -- it was a big -- it was a
17 big, complex account and a complex relationship, for
18 sure.

19 Q When you say complex relationship, what do
20 you mean by that?

21 A Well, Global Link was a little bit -- was
22 different in one regard, and that is they -- as a
23 company, MOL used their business a lot to fill in

1 the gaps as far as vessels. It wasn't the
2 highest-paying cargo, so from a yield perspective,
3 it wasn't that -- it wasn't that great.

4 But what was positive about the account
5 and the reason the company went after it and wanted
6 it was one of the big benefits of the account was
7 they allowed us to roll their containers, to shut
8 their containers out. So if you think about a ship
9 coming in, it's no different than an airline. If it
10 sails at 90 percent, you can never make up that ten
11 percent.

12 So we had always tried to get certain
13 customers that would allow us, especially during
14 busy season, which some years was all year and other
15 years was just during the summer months, we always
16 tried to get certain customers that would allow us
17 to book slugs of business, 100 containers on a
18 particular ship or 200 or whatever, and then when
19 the ship closes out, all of a sudden, there's better
20 freight, better opportunities.

21 Global Link was one of the accounts that
22 we would then say, sorry, you're not getting a --
23 you're not getting a pass on the ship, and we would

1 roll their cargo and shut it out and use that cargo
2 to top off a ship, or we might take that cargo and
3 discharge it. It may load in Shanghai, and the ship
4 gets to Tokyo, and all of a sudden, we might have a
5 big booking of business from Japan that pays better,
6 and we would take the Global Link cargo, take it off
7 the ship, park it on the dock, delay it a week, and
8 then maybe pick it up the following week or maybe
9 roll it another week.

10 That's what I mean complex. It was -- it
11 went beyond just what the dollars and cents were,
12 because we were able to manipulate that cargo and
13 roll it and top off our vessels, which, of course,
14 improved our utilization.

15 And if you think about a steamship line,
16 the biggest expenses we had were the fixed expenses.
17 I mean, it was just a fixed line of vessels and
18 ships and admin, and once you get to a certain point
19 in the ship, you know, you -- that's where you start
20 making money, and one of the key ways to make some
21 money is to make sure you fill those ships.

22 Well, when -- especially when space is
23 tight, typically, customers are making phantom

1 bookings. So Home Depot may call and book 200
2 containers, and Wal-Mart might call and book 400
3 containers, and then when the time comes for the
4 ship to sail, you think you're 120 percent of
5 capacity, and when it settles out, you're
6 80 percent.

7 So you need the buffer cargo that you can
8 ebb and flow and roll, and most customers won't
9 allow you to do that, they won't put up with that,
10 you know, you can't roll my cargo, so to speak. So
11 we did that with Global Link.

12 Q And that made them a more valuable
13 customer in many ways?

14 MR. LOH: Objection.

15 THE WITNESS: Well, not necessarily, not
16 necessarily. That was part of their value, but
17 that's just part of the value proposition.
18 There's, you know, obviously other things that
19 would go into it, into the value of a customer,
20 but for sure, when we would sit down and
21 evaluate an account like Global Link and
22 whether to move forward with another contract
23 or something like that, that would be a value

1 whatever, she would simply -- she would simply take
2 whatever it is Global Link wanted, put it into a
3 format, there were specific format requirements for
4 how the pricing people would look at rates and
5 contracts, and then she would just simply take it,
6 put it in a format, and send it to trade management,
7 and trade management would make the decisions on
8 what would happen with the rates and that type of
9 thing.

10 Q Was her compensation -- Rebecca Yang's,
11 was her compensation related to amount of sales?

12 A No, zero.

13 Q There was no commission aspect to it?

14 A No.

15 Q How about yours?

16 A Zero, none.

17 Q What is your -- what's your current
18 position?

19 A I'm senior vice president/chief commercial
20 officer, sales guy.

21 Q And do you work with Mitsui currently?

22 A Yes.

23 Q Are they an important client?

1 normally do with your own truckers.

2 So Home Depot might say we want you to use
3 AB Logistics, this is what the rate's going to be,
4 and we look and say, well, that's \$100 a box more
5 expensive than what we normally do. In the case
6 of -- and that's what a lot of that dictation was
7 about, same thing with Michaels.

8 In the case of Global Link, they used
9 truckers that charged what our market rate was, so
10 it wasn't related to the -- the truck rate that --
11 the truck rate that we were paying at MOL to
12 their -- to truckers that they wanted us to use was
13 a market rate that we agreed to. Does that make
14 sense?

15 Q Yeah. So I understand, the trucking
16 portion was a pass-through cost for Mitsui, right?

17 MR. LOH: Objection to form.

18 THE WITNESS: Yes.

19 BY MR. COLLINS:

20 Q So it didn't really matter to you,
21 regardless, whether -- which trucker was being
22 used --

23 MR. LOH: Objection to form.

1 A I don't know if there's a general way of
2 putting it. I mean, the most important -- I'll put
3 it this way: The most important factor was the
4 direct cost to the trucker and the railroad, and the
5 railroad. You know, we clearly, as a carrier, would
6 have a good handle on our expenses and costs to the
7 port, and then once it gets inland, you know, you've
8 got various things that impact that cost, but the
9 biggest factors would be the rail and the truck.

10 Q And I think you indicated that the
11 trucking portion was a pass-through cost, from your
12 perspective?

13 MR. LOH: Objection to form.

14 THE WITNESS: Yes.

15 BY MR. COLLINS:

16 Q So, for example, let's say the goods were
17 being shipped from China to the Bassett Furniture
18 store -- Bassett Furniture in Bassett, Virginia.
19 Assume that Bassett is nine miles away from
20 Martinsville, Virginia. Normally, would Mitsui
21 charge a different rate for Bassett than
22 Martinsville?

23 A That would depend on what the trucker

1 I'd say it's --

2 Q So basically -- I'm sorry. I didn't mean
3 to interrupt.

4 A No problem.

5 Q So you're saying it's -- however it's
6 common rated by the trucker is going to set your
7 cost?

8 MR. LOH: Objection to form.

9 THE WITNESS: Yes. I mean, you know, the
10 trucker's going to come back and quote, and
11 it's really -- it's going to be driven by what
12 they charge, and so that's what drives --
13 that's one of the drivers, for sure.

14 BY MR. COLLINS:

15 Q So if you had a door point for
16 Martinsville, and it was actually going to Bassett,
17 you would not -- which is, let's assume, just --
18 it's nine miles away. You would assume that there
19 shouldn't be any significant difference in the
20 pricing as to those two deliveries?

21 A I would assume that.

22 Q And, in fact, if you were to say we're
23 going to charge you a significantly higher rate for

1 someplace that's nine miles away, what would you
2 expect Mr. Briles's and Mr. Rosenberg's reaction to
3 that to be?

4 MR. LOH: Objection to form, lack of
5 foundation, calls for speculation.

6 THE WITNESS: They would have other
7 options.

8 BY MR. COLLINS:

9 Q They wouldn't -- they wouldn't accept the
10 business if, in fact, you would charge --

11 MR. LOH: Objection to form.

12 THE WITNESS: It would move with another
13 steamship line.

14 THE REPORTER: It would move -- I'm sorry.

15 THE WITNESS: It would move with another
16 company, another steamship line.

17 BY MR. COLLINS:

18 Q It would be fair to say that you or
19 Rebecca Yang would contact the administration --
20 what's it called, truck -- what's the --

21 A Trade management?

22 Q Trade management, excuse me. Trade
23 management and say we can't charge different rates

1 for something that's essentially the same delivery
2 point.

3 MR. LOH: Objection to form.

4 BY MR. COLLINS:

5 Q Would that be fair to say?

6 MR. LOH: Objection to form, calls for
7 speculation.

8 THE WITNESS: Yeah. I mean, it's -- the
9 rate is what it is, I mean, the truck rate is
10 what it is, so whatever that rate is, that's
11 what would be rolled into the request for the
12 pricing.

13 BY MR. COLLINS:

14 Q Would it be -- in your opinion, would it
15 be reasonable for Mitsui to come back years later
16 and say we're going to charge you a significantly
17 higher rate for delivery to Bassett, Virginia, than
18 Martinsville, Virginia?

19 MR. LOH: Objection to form, lack of
20 foundation, calls for speculation.

21 THE WITNESS: Say that again.

22 BY MR. COLLINS:

23 Q This case is essentially saying we're

1 A Yes.

2 Q Okay. Which later become -- which later
3 became MOL (America). Is that correct?

4 A Yes.

5 Q Okay. And Mitsui OSK Lines -- Mitsui OSK
6 Lines (America) Inc. is different than Mitsui OSK
7 Lines Limited. Isn't that correct?

8 A Yes.

9 Q Okay. Mr. Collins was asking you a lot of
10 questions about various exhibits relating to
11 something called a shipline document. Do you
12 remember those questions?

13 A Yes.

14 Q Okay. Do you recall about how many
15 shipments -- how many boxes were being moved by
16 Mitsui for Global Link on a yearly basis during 2004
17 to 2007?

18 A No, but -- no, not exactly, but most years
19 were 20- to 40,000 TEUs.

20 Q So it's a lot?

21 A Oh, yeah.

22 Q Okay. For the number of shipline bills of
23 lading -- or I'm sorry, the shipline delivery

1 moving a container away from the port or away from
2 the rail yard, you start incurring additional
3 expenses, and you start having to hire additional
4 people to manage that move, that coordination, avoid
5 the detention charges, demurrage charges, that type
6 of thing, so that there's no doubt that -- and it
7 just -- it's become even more so today. I mean, the
8 carriers don't want door cargo. That's the bottom
9 line.

10 Q Would it be fair to characterize handling
11 an account on a door basis just requires a lot more
12 time, effort, and expenses on the part of a
13 steamship line to handle the overall account?

14 A Yes, for sure.

15 Q Looking back on the Global Link account,
16 based on what you understand the Global Link account
17 was or is, do you know if Mitsui made money on the
18 movement of the containers for that inland portion
19 in connection with the door deliveries that they
20 conducted?

21 A No, no. It would have been a -- it would
22 have been a pass-through. It would have been an
23 add-on or a pass-through based on what the trucking

1 charge would have been, so no.

2 Q So Mitsui -- as you understand it, Mitsui
3 really makes its money on the CY basis. The door
4 is -- the additional door service is being done to
5 accommodate its customers, and you don't really see
6 steamship companies like Mitsui making significant
7 money from that inland door movement. Is that fair
8 to say?

9 A No, I don't see them making -- I see them
10 losing money as a door move, no, just the opposite.

11 Q With respect to these thousands of
12 split-routed shipments that were being conducted by
13 Global Link, is it your opinion that Global Link
14 should have notified Mitsui that this was being
15 done?

16 A I'm not sure. I'd say -- I would say yes,
17 but -- yes.

18 Q And why do you -- why do you say that?

19 A You know, for -- I don't have a strong
20 opinion either way, I guess is really the way to put
21 it. The fact is they were making -- they were doing
22 that function of making those deliveries and
23 diverting those containers. The only reason why,

1 you know, they should have notified us was for bill
2 of lading legitimate diversions to take place, and
3 that did not take place, so based on -- just based
4 on my opinion, we should have known because -- for
5 that reason alone.

6 Q Do you know if these thousands of
7 split-routings ever being conducted by Global Link,
8 do you have any understanding of whether or not that
9 was illegal or legal?

10 MR. COLLINS: Objection, calls for
11 speculation.

12 MR. MANGER: Same objection.

13 THE WITNESS: I guess my opinion would be
14 is that -- I've thought about -- actually, I've
15 thought about it quite a bit since then and
16 trying to figure out whether it would be a
17 violation or not, and looking at it from MOL's
18 viewpoint, if MOL's issuing a transportation
19 order with our trucker, with our contract with
20 the trucker, with our interchange contract with
21 the trucker, my opinion would be we've
22 satisfied our legal obligation, and we've done
23 what's right, and we've contracted that trucker

1 to go to the door, to that particular bill of
2 lading destination.

3 If then the customer does something with
4 it beyond that, I don't know what my opinion is
5 on that, and I don't know -- you know, to me,
6 my instinct is initially is the trucker
7 violated our contract with the trucker because
8 we issued a transportation order to them to do
9 X, and then they did something completely
10 different. It didn't cost the company any
11 money, but yet we had a contract with the
12 trucker.

13 So I guess the bottom line is it's a
14 pretty confusing topic. I'm not really quite
15 sure what to make of it.

16 BY MR. LOH:

17 Q But you do think that Global Link should
18 have notified Mitsui about these split-routings,
19 correct?

20 A Yeah. I mean, that's part of the
21 operation, why they were doing it and -- yes, I
22 would agree with that.

23 Q And you would agree that they did not

1 Q So when you were describing the inland
2 movement, the inland portion of the movement that
3 Mitsui was providing for these door services, you
4 described it as basically a pass-through, correct?

5 A Yes.

6 Q That Mitsui would just get reimbursed by
7 Global Link for whatever that particular amount was
8 supposed to be, correct?

9 A Right. They were issuing a transportation
10 order based on the bill of lading and based on --
11 which would be the contract rate, and so
12 irregardless of where the container went, Global
13 Link was paying that amount of transportation cost,
14 and MOL was being reimbursed for that amount of
15 transportation cost in the full all-end rate.

16 The difference here is in this type of
17 situation, it's not that -- it's not that MOL is
18 losing particular money; it's they're out
19 opportunity money based on what the contract rate
20 was.

21 Q But it's real money, though, correct?

22 A Well, I guess if it was my company, I'd
23 look at it that way, sure.

1 Q Sure. It's real money. You know, you
2 can -- it's real money, right?

3 A Right.

4 Q Okay. So when you describe the inland
5 movement as simply a pass-through, it's not entirely
6 accurate in the sense that Global -- Mitsui was
7 paying more money for the trucking movement than it
8 really should have in connection with situations
9 that are similar to the ones set forth in 28, 29,
10 and 30, correct?

11 MR. COLLINS: Objection, lack of
12 foundation.

13 THE WITNESS: I look at it -- I would
14 describe it as different, that there was --
15 there were points in the contract -- let me put
16 it a different way. There were points in the
17 contract covered in these situations that --
18 where the cargo was finally destined that
19 should have been booked to, my opinion, but the
20 same logic that created the rates to Johnson
21 City from the inland from the ramp should be
22 the same logic that's used to create the rate
23 to Braselton.

1 Q So because we didn't fully appreciate the
2 split-routing that was being done, Mitsui lost, and
3 using your terms, opportunity money on these types
4 of shipments, correct?

5 A Potentially, but again, if a rate -- the
6 same logic that was used to create -- the same logic
7 that was used to create the Braselton rate should
8 have been used to create the Johnson City rate if
9 they were -- if they both came to the same CY and
10 originated at the same CY.

11 Q Correct.

12 A The trucking charge is what it is.

13 Q Right.

14 A You know, so I'm not really --

15 Q But what if I -- what if I suggested to
16 you that Global Link was exploiting weaknesses in
17 the tariff or this service contract and was
18 specifically looking for locations that they could
19 take advantage of these distinctions and then book
20 the cargo accordingly so that they could maximize or
21 maybe reduce their costs, and thereby maximizing
22 their profit on a per-shipment basis? What if I
23 told you that? Would that change your opinion at

1 all?

2 A Well, it would have been -- it should have
3 been easier for them just to go ahead and file a
4 rate -- a new rate in the contract by issuing a PAR,
5 using the same logic that created the lower rate.

6 Q But they didn't do that, though?

7 A That's what's -- you know, the means --
8 they should have got -- they should have secured the
9 same net rate by going the -- by going the other
10 route and looking at and just creating a rate based
11 on what the actual out-of-pocket was. I mean, if
12 this point was created -- you know, Braselton was
13 based on X amount per mile, then Johnson City should
14 have been based on X amount per mile. It should be
15 comp -- they should be comparable in net return for
16 MOL, because it's based on the CY rate as the net
17 return. They're not making money on the inland
18 portion of it.

19 Q I understand what you're saying, but
20 that's not what was done here, correct?

21 A This is so bizarre. I don't know.

22 Q And I'm going to represent to you that it
23 was done for thousands of shipments, right? I mean,

From: CN=Paul McClintock/O=MOL/C=US
Sent: 8/15/2005 7:47:51 PM
To: CN=Ted Holt/O=MOL/C=US@USMOL
CC: CN=Laci Bass/O=MOL/C=US@USMOL
Subject: Re: GLOBAL LINKS LOGISTICS

Ted,

Per our discussion, I will follow up with Kevin Hartman for his feedback and advise.

Thanks.

Ted Holt
ORFOP
08/15/2005 03:43 PM
To: Paul McClintock/MOL/US@USMOL
cc: Laci Bass/MOL/US@USMOL
Subject: GLOBAL LINKS LOGISTICS

Paul,

We are having trouble getting actual delivery locations for containers being diverted from Martinsville, Va. If the broker does not want to tell us when we ask, I am going to start billing all the back diversion charges that we have found out about. What do you think?

This is a simple process, but they do not feel they need to tell us where the containers are going to be delivered. Basically, the b/l says one thing and the container goes to a different place. What happens when there is an accident? Who is responsible for the cargo?

Regards,
Ted

EXHIBIT

McClintock 21

9-24-11

m8

MOL0046542

000604

From: Paul McClintock
Sent: Wednesday, June 20, 2007 3:56 PM
To: Christine Callahan <CCallahan@globalinklogistics.com>
Cc: Christine Callahan <CCallahan@globalinklogistics.com>; Jim Briles
<JBriles@globalinklogistics.com>; Paul.Mcclintock@MOLAmerica.com; Rebecca
Yang
Subject: RE: Cy rates

Understood Christine.

I spoke to Jim and we are following up to provide CY rates. I should have them next week.

Thanks.

Christine Callahan <CCallahan@globalinklogistics.com>

06/20/2007 01:56 PM To: Paul.Mcclintock@MOLAmerica.com
cc: Jim Briles <JBriles@globalinklogistics.com>, Christine Callahan
<CCallahan@globalinklogistics.com>
Subject: RE: Cy rates

Paul: although you explained to us the challenges you have internally at MOL regarding the change in methodology to CY moves vs. the split door service MOL has historically provided, we haven't been advised of any change.

We've waited as long as we possibly can. Therefore, I have advised both Jim and Molly that we must discontinue supporting MOL on the split moves as we do not have MOL CY rates in place that will allow us to arrange our own trucking. This instruction has been given with immediate effect.

If MOL can offer the CY rate at a level that will allow us to use your services (i.e. the CY rates plus our trucking costs results in our being market competitive) we will continue to support MOL on a CY basis.

Please call if you have any questions.

Christine Callahan

From: Christine Callahan
Sent: Tuesday, June 05, 2007 1:35 PM
To: paul.mcclintock@MOLAmerica.com
Cc: Jim Briles
Subject: Cy rates

EXHIBIT

MSCI, Mack 24
9-21-11 MB

000605

BEFORE THE
FEDERAL MARITIME COMMISSION
DOCKET NO. 09-01

MITSUI O.S.K. LINES, LTD.,)
Complainant,)

vs.)

GLOBAL LINK LOGISTICS, INC.;)

OLYMPUS PARTNERS; OLYMPUS)

GROWTH FUND III, L.P.;)

OLYMPUS EXECUTIVE FUND, L.P.;)

LOUIS J. MISCHIANI; DAVID)

CARDENAS; KEITH HEFFERNAN;)

CJR WORLD ENTERPRISES, INC.;)

and CHAD J. ROSENBERG,)

Respondents.)

The deposition of JASON DENTON, taken pursuant to the rules of the Federal Maritime Commission, taken before RAELENE STAMM, CSR No. 084-004445, Certified Shorthand Reporter licensed by the State of Illinois, on the 5th day of October, 2011, at 33 North LaSalle Street, Suite 3200, Chicago, Illinois, at the hour of 10:10 a.m.

Job No. NJ356605

<p style="text-align: right;">Page 150</p> <p>1 is attesting to where they went to, then that is 2 what the cartage tickets are going to say they went 3 to. 4 MR. LOH: That's fine. We would like to 5 question Carolyn Svoboda now. 6 MR. COLLINS: I have some follow-up. Do you 7 want me to do it now? 8 MR. LOH: Why don't we do one witness at a time 9 because then we can actually let Mr. Denton go when 10 he's finished. 11 MR. COLLINS: Sorry to subject you to further 12 questioning, but let me -- would you mind -- you 13 had all those exhibits that you marked. I would 14 like to put those back in front of the witness and 15 ask him some questions about those. But do you 16 have a copy that I can use then because I never got 17 the ones that you didn't -- 18 MR. LOH: I thought I gave you one. 19 MR. COLLINS: All gave me was one. You didn't 20 give me two through -- 21 MR. LOH: You are correct. 22 MR. COLLINS: Thank you. 23 MR. LOH: I don't think we need this on the 24 record.</p>	<p style="text-align: right;">Page 152</p> <p>1 Q. Okay. But if one looks at the actual bill 2 that was sent on Page 2 from Spirit Trucking to 3 MOL, Mitsui O.S.K. Lines America, one sees that 4 this is actually -- you billed them for a shipment 5 to South Holland, Illinois, right? 6 A. That's correct. 7 Q. Okay. So in this case they were fully 8 aware of where the goods actually were delivered, 9 right? 10 MR. LOH: Objection to form. 11 THE WITNESS: Yes. 12 BY MR. COLLINS: 13 Q. That's what you billed them for correct? 14 A. Yes. 15 MR. LOH: Objection to form. 16 BY MR. COLLINS: 17 Q. Did they ever come back to you and say, 18 why are you billing us for a shipments to South 19 Holland, Illinois, because we thought this was 20 going to Aurora, Illinois? 21 A. I would make an assumption of no. 22 Q. Okay. And that's something you would 23 remember if they came back to you and said, why are 24 you billing us for improper destination?</p>
<p style="text-align: right;">Page 151</p> <p>1 (WHEREUPON, a discussion was had 2 off the record.) 3 EXAMINATION 4 BY MR. COLLINS: 5 Q. Mr. Denton, thanks for your time. I want 6 to follow up on some issues that you were asked 7 about. I think it's safe to say the assumption of 8 counsel's questioning that you've received was that 9 that MOL was not aware of where the goods were 10 actually being delivered. Isn't that the thrust of 11 a number of his questions? 12 A. Can you repeat that? 13 Q. I'm sorry. You were questioned 14 extensively on whether MOL actually knew where the 15 goods were actually being delivered; isn't that 16 correct? 17 A. That's correct. 18 Q. Okay. Let's look at Exhibit Number 7. If 19 you look at the last page of that exhibit, that's 20 one of the ship line delivery orders that was 21 referred to where it's saying the good is going to 22 Liberty Furniture in Aurora, Illinois; is that 23 right? 24 A. Yes.</p>	<p style="text-align: right;">Page 153</p> <p>1 A. I am not part of that part of the process. 2 In '06 I wasn't part of that part of the process. 3 Q. Wouldn't that something that you know 4 though if there were concerns that you were 5 actually sending places to incorrect destinations? 6 A. It would be something I probably would 7 have been made aware of, yes. 8 Q. So in this case is it fair to say that MOL 9 was put on full notice of where -- based on the 10 invoices you sent them as to where the shipment was 11 sent? 12 MR. LOH: Objection to form, calls for a legal 13 conclusion. 14 MR. WEISMAN: That's not a legal conclusion. 15 That's just an answer. 16 THE WITNESS: From Spirit's point of view, we 17 thought both parties were aware of what was going 18 on so this was not out of our ordinary. 19 BY MR. COLLINS: 20 Q. Well, you billed them. You said this is 21 going to South Holland, Illinois. So despite the 22 fact of what it said on the ship line document, you 23 billed them for where it was actually sent; is that 24 correct?</p>

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1 MR. LOH: Objection to form.
 2 THE WITNESS: Yes.
 3 BY MR. COLLINS:
 4 Q. And that's something you would bill in the
 5 ordinary course. You would send MOL a bill
 6 reflecting something of this -- this is your normal
 7 billing procedures; is that right?
 8 MR. LOH: Objection to form.
 9 THE WITNESS: This is our normal billing
 10 procedures to bill -- yes.
 11 MR. LOH: Objection to form.
 12 BY MR. COLLINS:
 13 Q. And just to make sure -- I want to make
 14 sure we're clear on this.
 15 This reflects the destination of the awe
 16 of this shipment going to South Holland Illinois?
 17 MR. LOH: Objection to form.
 18 THE WITNESS: Per Global Link, yes.
 19 BY MR. COLLINS:
 20 Q. And this is --
 21 A. Per the truck bill.
 22 Q. Let's look at 8, the next one. And if we
 23 look through this, we've got a second document
 24 there, the ship line document that was sent again

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1 reflects Aurora, Illinois; is that right?
 2 A. The ship line says Aurora, yes.
 3 Q. Right, but if you actually look at the
 4 bill that went out, again that shows a South
 5 Holland destination; is that correct?
 6 A. That's correct.
 7 Q. So again they were fully aware. And if
 8 you look at the third line, that's the third
 9 document of that exhibit is the one that went to
 10 MOL and Mitsui O.S.K. Lines, that reflects the
 11 South Holland, Illinois?
 12 MR. LOH: Objection to form.
 13 BY MR. COLLINS:
 14 Q. Is that right?
 15 A. I'm sorry, yes I see it.
 16 Q. Okay. So based upon this you would have
 17 to say that Mitsui was fully aware of where this
 18 shipment was sent?
 19 MR. LOH: Objection to form.
 20 THE WITNESS: I would assume that, yes.
 21 BY MR. COLLINS:
 22 Q. Okay. There was no deception on your part
 23 in trying to deceive them that it was actually
 24 going somewhere else?

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1 MR. LOH: Objection to form.
 2 THE WITNESS: I would say no.
 3 BY MR. COLLINS:
 4 Q. Let me ask in that regard. Was there ever
 5 an intent to deceive MOL as to where shipments were
 6 being delivered?
 7 MR. LOH: Objection to form.
 8 THE WITNESS: There was never an attempt to
 9 deceive anyone because we thought all parties knew
 10 where they were going.
 11 BY MR. COLLINS:
 12 Q. Okay. In fact, and, in fact, you -- I
 13 think you testified to this already, but let's make
 14 sure.
 15 Global Link never said to you, let's not
 16 tell them where this is going?
 17 MR. LOH: Objection to form.
 18 THE WITNESS: Me personally, no.
 19 BY MR. COLLINS:
 20 Q. To your knowledge, did they tell anyone?
 21 A. No.
 22 Q. If someone at Spirit had been told, let's
 23 keep this a secret, let's not let them know, was
 24 that something that Spirit would have complied

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1 with?
 2 A. No.
 3 Q. That would have been --
 4 A. That's just not how we do things.
 5 Q. Presuming that there was some conspiracy
 6 to keep this information away from MOL, do you
 7 think they would have -- wouldn't they would have
 8 told you, don't tell MOL where the shipments are
 9 well going?
 10 MR. LOH: Objection to form, calls for
 11 speculation.
 12 THE WITNESS: They did not tell me that
 13 information.
 14 BY MR. COLLINS:
 15 Q. If they were conspiring to keep it a
 16 secret, isn't that something they would have told
 17 Spirit, let's not -- don't tell them where it's
 18 really going?
 19 MR. LOH: Objection to form, calls for
 20 speculation.
 21 THE WITNESS: I would tend to agree with that,
 22 if that's what they were wanting to do.
 23 BY MR. COLLINS:
 24 Q. And, in fact, if you were trying to